

TRUST DEED
SECOND MORTGAGE FORM (Illinois)

FORM No. 2202
JANUARY, 1968

22 959 295

GEORGE E. COLE
LEGAL FORMS

THIS INDENTURE, WITNESSETH, That Donald P. Tvrdik and Geraldine P. Tvrdik,
his wife,
(hereinafter called the Grantor), of the Village of Lyons County of Cook
and State of Illinois, for and in consideration of the sum of
Seven Thousand (\$7,000.00) Dollars
in hand paid CONVEY AND WARRANT to First National Bank in Chicago Heights, as
Trustee of the City of Chicago Heights County of Cook and State of Illinois
and to his successors in trust hereinafter named, for the purpose of securing performance of the covenants and agreements herein, the following described real estate, with the improvements thereon, including all heating, air-conditioning, gas and plumbing apparatus and fixtures, and everything appurtenant thereto, together with all rents, issues and profits of said premises, situated in the Village of LYONS County of Cook and State of Illinois, to-wit:

The South half of Lot 13 in Riverside Addition, a subdivision of the East 747.68 feet of the West 1511.22 feet of the South half of the North West quarter of Section 1, Township 38 North, Range 12 East of the Third Principal Meridian.

Hereby releasing and waiving all rights conferred by virtue of the homestead exemption laws of the State of Illinois. IN TRUST, nevertheless, for the purpose of securing performance of the covenants and agreements herein.

WHEREAS, The Grantor, Donald P. Tvrdik, is justly indebted upon his principal promissory note bearing even date herewith, payable as follows: One Hundred Forty-Five and 31/100 (\$145.31) Dollars on the first day of March, 1975, and One Hundred Forty-Five and 31/100 (\$145.31) Dollars on the first day of each month thereafter, with a final payment of the balance due on the first day of February, 1978, each payment including interest on the principal balance from time to time unpaid at the rate of nine per cent per annum. The note may be prepaid without penalty. If the real estate referred to herein securing payment of the Note is sold, the balance due on the Note shall be paid in full.

THE GRANTOR covenants and agrees as follows: (1) To pay said indebtedness, and the interest thereon, as herein and in said note or notes provided, or according to any agreement extending time of payment; (2) to pay prior to the first day of June in each year, all taxes and assessments against said premises, and on demand to exhibit receipts therefor; (3) within sixty days after destruction or damage to rebuild or restore all buildings or improvements on said premises that may have been destroyed or damaged; (4) that waste to said premises shall not be committed or suffered; (5) to keep all buildings now or at any time on said premises insured in companies to be selected by the grantee herein, who is hereby authorized to place such insurance in companies acceptable to the holder of the first mortgage indebtedness, with loss clause attached payable first, to the Trustee or Mortgagee, and, second, to the Trustee herein as their interests may appear, which policies shall be left and remain with the said Mortgagee or Trustee until the indebtedness is fully paid; (6) to pay all prior incumbrances, and the interest thereon, at the time or times when the same shall become due and payable.

IN THE EVENT of failure to insure, or pay taxes or assessments, or the prior incumbrances or the interest thereon when due, the grantee or the holder of said indebtedness, may procure such insurance, or pay such taxes or assessments, or discharge or purchase any tax lien or title affecting said premises or pay all prior incumbrances and the interest thereon from time to time, and all money so paid, the Grantor agrees to repay immediately without demand, and the same with interest thereon from the date of payment at seven per cent per annum shall be so much additional indebtedness secured hereby.

IN THE EVENT of a breach of any of the aforesaid covenants or agreements the whole of said indebtedness including principal and all earned interest, shall, at the option of the legal holder thereof, without notice, become immediately due and payable, and with interest thereon from time of such breach at seven per cent per annum, shall be recoverable by foreclosure thereof, or by suit at law, or both, the same as if all of said indebtedness had then matured by express terms.

IT IS AGREED by the Grantor that all expenses and disbursements paid or incurred in behalf of plaintiff in connection with the foreclosure hereof—including reasonable attorney's fees, outlays for documentary evidence, stenographer's charges, costs of procuring or completing abstract showing the whole title of said premises embracing foreclosure decree—shall be paid by the Grantor; and the like expenses and disbursements, occasioned by any suit or proceeding wherein the grantee or any holder of any part of said indebtedness, as such, may be a party, shall also be paid by the Grantor. All such expenses and disbursements shall be an additional lien upon said premises, shall be taxed as costs and included in any decree that may be rendered in such foreclosure proceedings; which proceedings, with the decree of sale shall have been entered or not, shall not be dismissed, nor release hereof given, until all such expenses and disbursements, and the costs of suit, including attorney's fees have been paid. The Grantor for the Grantor and for the heirs, executors, administrators and assigns of the Grantor waives all right to the possession of, and income from, said premises pending such foreclosure proceeding, and agrees that upon the filing of any complaint to foreclose this Trust Deed, the court in which such complaint is filed, may at once as without notice to the Grantor, or to any party claiming under the Grantor, appoint a receiver to take possession or charge of said premises with power to collect the rents, issues and profits of the said premises.

IN THE EVENT of the death or removal from said Cook County of the grantee, or of his resignation, refusal or failure to act, then Chicago Title & Trust Company of said County is hereby appointed to be first successor in this trust, and if for any like cause said first successor fail or refuse to act, the person who shall then be the acting Recorder of Deeds of said County is hereby appointed to be second successor in this trust. And when all the aforesaid covenants and agreements are performed, the grantee or his successor in trust, shall release said premises to the party entitled, on receiving his reasonable charges.

Witness the hand and seal of the Grantor this 30th day of December, 1974

Donald P. Tvrdik (SEAL)

Geraldine P. Tvrdik (SEAL)

Identification No. 194
First National Bank
in Chicago Heights.

This instrument prepared by
P. Brannick, Attorney
1515 Halsted
Chicago Heights, Ill.

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STATE OF Illinois }
COUNTY OF Cook } ss.

I, Philip L. Bransky, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Donald P. Trvdik and Geraldine P. Trvdik, his wife

personally known to me to be the same person s whose name s are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of their 1/2 homestead.

Witness my hand and notarial seal this 30th day of December, 1974



Philip L. Bransky
Notary Public

Commission Expires Sept. 4, 1975

Property of Cook County Clerk's Office

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BOX No. 445
SECOND MORTGAGE
Trust Deed
TO

GEORGE E. COLF
LEGAL FORMS

END OF RECORDED DOCUMENT